

BILL NO. S-75-05-18

SPECIAL ORDINANCE NO. S- 84-15.

AN ORDINANCE approving a contract with T-G  
EXCAVATING, INC. for sidewalk repair in  
the 5th Councilmanic District under  
Resolution 5648-1974

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT  
WAYNE, INDIANA:

SECTION 1. That the contract dated April 17, 1975, between the  
City of Fort Wayne, by and through its Mayor and the Board of Public Works  
and T-G EXCAVATING, INC., for:

Improvement to curb and sidewalks on Leith Street, Woodland  
Avenue and Pontiac Street on both sides from the east property  
line of Harrison Street to the west property line of Lafayette  
Street

for a total cost of \$66,207.29, of which the property owners will pay \$.50 per  
square foot and the balance to be paid from Revenue Sharing Funds, all as more  
particularly set forth in said Contract which is on file in the Office of the Board  
of Public Works, and is by reference incorporated herein, made a part hereof  
and is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from  
and after its passage and approval by the Mayor.

Vivian G. Schmidt  
Councilman

APPROVED AS TO FORM  
AND LEGALITY.

[Signature]  
CITY ATTORNEY

Read the first time in full and on motion by V. Schmidt, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_\_, at \_\_\_\_\_ o'clock P.M., E.S.T.

Date: 5-13-75

Charles W. Wisterman  
CITY CLERK

Read the third time in full and on motion by V. Schmidt, seconded by Hinga, and duly adopted, placed on its passage.

Passed (Lost) by the following vote:

AYES 8, NAYS 0, ABSTAINED \_\_\_\_\_, ABSENT 1 to-wit:

BURNS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HINGA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
KRAUS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MOSES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NUCKOLS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
SCHMIDT, D.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SCHMIDT, V.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TALARICO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATE: 5-27-75

Charles W. Wisterman  
CITY CLERK  
Chief Deputy City Clerk

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. 8-84-75 on the 27th day of May, 1975.

ATTEST: (SEAL)

Charles W. Wisterman  
CITY CLERK  
Chief Deputy City Clerk

James Schick  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of May, 1975, at the hour of 11:30 o'clock A M., E.S.T.

Charles W. Wisterman  
CITY CLERK

Approved and signed by me this 28th day of May, 1975, at the hour of 11:30 o'clock A M., E.S.T.

Dr. Arthur J.  
MAYOR

Bill No. S-75-05-08

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance  
approving a contract with T-G EXCAVATING, INC. for sidewalk repair in  
the 5th Councilmanic District under Resolution 5648-1974

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance do PASS.

Vivian G. Schmidt - Chairman

William T. Hinga - Vice-Chairman

John Nuckols

Winfield C. Moses, Jr.

Paul M. Burns

*Vivian G. Schmidt*  
*William T. Hinga*  
*John Nuckols*  
*Winfield C. Moses, Jr.*  
*Paul M. Burns*

MADE A MATTER OF RECORD

DATE 5-27-75

CHARLES W. WESTERMAN, CITY CLERK

PROJECT Contract "D" - 5th District

# BID ANALYSIS SHEET

OFFICE OF CITY ENGINEER

DATE February 26, 1975 RES. NO.

5648-1974

MATERIAL Concrete

FORT WAYNE INDIANA

CONTRACTORS			ESTIMATE	EXTENSION	T-G Excavating, Inc.		Carrington & Associates		Robert Houser- Contractor		UNIT BID	TOTAL BID
STREETS — ALLEYS — SIDEWALKS	QUAN	UNIT MATERIAL			UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID		
2,965	Sq. Yds.	Walk Removal	4.00	11,860.00	4.57	13,550.05	3.90	11,563.50	5.20	15,418.00		
				"								
14,661	Sq. Ft.	Curbface Walk	1.55	22,724.55	1.44	21,111.84	1.60	23,457.60	1.40	20,525.40		
15,028	Sq. Ft.	Standard Walk	1.35	20,287.80	1.32	19,836.96	1.55	23,293.40	1.35	20,287.80		
2,502	Lin. Ft.	Curb Removal	1.40	3,502.80	1.68	4,203.36	1.85	4,628.70	2.50	6,255.00		
759	Lin. Ft.	Curb Replacement	3.60	2,732.40	3.56	2,702.04	3.50	2,656.50	3.80	2,884.20		
5	Cu. Yds.	Common Excavation	10.00	50.00	15.00	75.00	10.00	50.00	22.00	110.00		
12	Sq. Yds.	New 9" Concrete	15.00	180.00	26.67	320.04	22.50	270.00	17.50	210.00		
16	Each	Concrete Pole Base Removal	75.00	1,200.00	190.00	3,040.00	10.00	160.00	70.00	1,120.00		
150	Tons	Dirt Backfill	7.50	1,125.00	7.50	1,125.00	8.50	1,275.00	6.00	900.00		
225	Sq. Yds.	Seeding & Fertilizer	.70	157.50	1.08	243.00	1.40	315.00	1.40	315.00		
				\$63,820.05		\$66,207.29		\$67,669.70		\$68,025.40		
					Over	3.7%	Over	3.7%	Over	3.7%		

## CONTRACT

This Agreement, made and entered into this 17 day of April, 1975

by and between -----T-G Excavating, Inc.-----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve

for curb and sidewalk improvements on Leith Street, Woodland Avenue and Pontiac Street on both sides from the east property line of Harrison Street to the west property line of Lafayette Street.

by grading and paving the roadway to a width of \_\_\_\_\_ feet with \_\_\_\_\_

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5648-1974 and at the following price per lineal foot

Contract "D"

at the following prices:

Walk Removal	Four dollars and fifty seven cents, per square yard	\$ 4.57
Curbface Walk	One dollar and forty four cents, per square foot	1.44
Standard Walk	One dollar and thirty two cents, per square foot	1.32
Curb Removal	One dollar and sixty eight cents, per lineal foot	1.68
Curb Replacement	Three dollars and fifty six cents, per lineal foot	3.56
Common Excavation	Fifteen dollars and no cents, per cubic yard	15.00
New 9" Concrete	Twenty six dollars and sixty seven cents, per square yard	26.67
Concrete Pole Base	One hundred ninety dollars and no cents, each	190.00
Dirt	Seven dollars and fifty cents, per ton	7.50
Seed and Fertilizer	One dollar and eight cents, per square yard	1.08

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve for curb and sidewalk improvements on Leith Street, Woodland Avenue and Pontiac Street on both sides from the east property line of Harrison Street to the west property line of Lafayette Street.

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upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5648-1974 and at the following price per lineal foot

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Dirt	Seven dollars and fifty cents, per ton	7.50
Seed and Fertilizer	One dollar and eight cents, per square yard	1.08

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts is attached and incorporated herein by reference.



The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5648-1974 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before August 1, 1975 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date, 1975 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

T-G Excavating, Inc.

By: Thomas M. Stokamp, Pres. Pres.

By: \_\_\_\_\_ Sec'y.  
Contractor, Party of the First Part.

City of Fort Wayne By and Through:

Carl G. O'Neal

Jack J. [Signature]  
Its Board of Public Works and Mayor.

APR 17 1975

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

# GUARANTY BOND

Know All Men by These Presents, That we-----

-----T-G EXCAVATING, INC.-----Contractors

as principal, and FIDELITY AND DEPOSIT COMPANY, <sup>of Maryland,</sup> BALTIMORE, MARYLAND-----

-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of SIXTY SIX THOUSAND,

TWO HUNDRED SEVEN DOLLARS AND TWENTY NINE CENTS-----

-----(\$66,297.29)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

-----T-G EXCAVATING, INC.-----

did on the-----day of-----

-----, enter into a contract with the City of Fort Wayne to construct a

-----Pavement

on-----Street from-----

Curb and sidewalk improvement - Leith Street, Woodland Avenue and Pontiac Street

on both sides from the east property line of Harrison Street to the west property

line of Lafayette Street.

-----according to certain plans and specifications, and

also warranting and guaranteeing the work, material and condition of the pavement thereof as provided

in aforesaid contract and specifications. Now if the said-----

T-G EXCAVATING, INC.-----shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 4<sup>th</sup> day of April 1975

T-G EXCAVATING, INC. (SEAL)

By: Thomas M. Holcomb, Pres. (SEAL)

By: Diane C. Kephart (SEAL)

Approved this 17 day of April, 1975

Board of Public Works.



# LIABILITY BOND

Known All Men by These Presents, That we -----

----- T-G EXCAVATING, INC. -----

as principal, and FIDELITY AND DEPOSIT COMPANY, <sup>OF BALTIMORE,</sup> MARYLAND -----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of SIXTY SIX

THOUSAND, TWO HUNDRED SEVEN DOLLARS AND TWENTY NINE CENTS -----

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

----- (\$ 66,207.29)

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the -----

day of -----, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this ----- day of -----

T-G EXCAVATING, INC. ----- (SEAL)

By: Thomas M. Stekamp (SEAL)

Its: President (SEAL)

By: Fidelity and Deposit Company (SEAL)

Its: By: Raymond E. [unclear] (SEAL)

Approved this 17 day of April, 1975

Carl E. Neal

Board of Public Works.

COMPLETED IN CITY ENGINEERING OFFICE

MARCH 19, 1975

Power of Attorney  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

HOME OFFICE, BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by JOHN C. GARDNER, Vice-President, and C. M. PECOT, JR., Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The President, or any one of the Executive Vice-Presidents, or any one of the additional Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorney-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

does hereby nominate, constitute and appoint Walter H. Lupke, Jr., Duane E. Lupke, Donald L. Coffey, Edward B. Rice, Velda B. Thompson, Walter E. Boose and Paula W. Schneider, all of Fort Wayne, Indiana, EACH.....  
its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Walter H. Lupke, Jr., et al, dated January 7, 1974.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 22nd day of February, A.D. 1974.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

(SIGNED)

C. M. PECOT, JR.

By

JOHN C. GARDNER

(SEAL)

Assistant Secretary

Vice-President

STATE OF MARYLAND } ss:  
CITY OF BALTIMORE

On this 22nd day of February, A.D. 1974, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

(SIGNED)

MELINDA T. HAUS

(SEAL)

Notary Public Commission Expires July 1, 1974

**CERTIFICATE**

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969:

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 4th day of April, 1975.

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

- (a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:
- (b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:
- (c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and
- (d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

IN RE:

## WAGE SCALE

CODE: S-SKILLED  
 SS-SEMI SKILLED  
 US-UNSKILLED  
 IF-INDUSTRIAL FUND  
 PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS TO BE AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA DURING THE MONTHS OF JANUARY, FEBRUARY, AND MARCH, 1975.

In compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION	CLASS	RATE PER HR.	MAW	REN	VAC	APP.	MISC.
ASBESTOS WORKER	S	9.95	35¢	55¢			
BOILERMAKER	S	10.05	50	1.00		1¢	
BRICKLAYER	S	8.89	30	25		1	
CARPENTER (BUILDING) (HIGHWAY)	S	8.31		6%		4	21¢
	S	9.08	40	40		5	21¢
CEMENT MASON	S	8.30	40				
ELECTRICIAN	S	9.10	30	17¢30		4	
ELEVATOR CONSTRUCTOR	S	8.77	44½	29	7%	2	
GLAZIER	S	8.24	12		25	4	35¢hold
IRON WORKER	S	9.70	55	65		1	21¢
LABORER (BUILDING) (HIGHWAY) (SEWER)	S-SS						
	US	5.95-6.25	35	30		7	
	S-US-SS	5.90-6.05	35	30		7	
	S-US-SS	6.25-7.33	35	30		7	
LATHER	S	8.20		25		1	31¢
MILLWRIGHT & PILEDRIVER	S	8.64		6%		4	21¢
OPERATING ENGINEER (BUILDING) (HIGHWAY) (SEWER)	S-SS						
	US	6.75-9.15	40	40		5	
	S-SS-US	6.61-8.30	30	30		5	
	S-SS-US	7.07-9.27	40	40		5	
PAINTER	S	7.49-8.49	32	25		7	
PLASTERER	S	7.91	40				
PLUMBER & STEAMFITTER	S	9.20	30	65		7	41¢
MOSAIC & TERRAZZO GRINDER	S	6.65-8.50					
ROOFER	S	8.40		10			
SHEETMETAL WORKER	S	9.19	35	30		4	91¢
TEAMSTER (BUILDING) (HIGHWAY)	S-SS						
	US	6.68-7.63	16pw	17pw			
	S-SS-US	6.56-7.16	16pw	17pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 18th DAY OF June, 19 75

Wayne T. Kessler  
 REPRESENTING GOVERNOR, STATE OF INDIANA

R. D. Brance  
 REPRESENTING THE AWARDED AGENT.

Fred M. Rice  
 REPRESENTING STATE A.F.L. & C.I.O.

DIGEST SHEET

TITLE OF ORDINANCE Special Ordinance

✓  
S-75-05-08

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Covers contract "D" of Sidewalk and Curb Resolution 5648-1974

for repairs to curbs and sidewalks in the 5th Councilmanic District.

On three previous biddings for this segment the bid was too much over estimate or  
no bids were received.

Contract has been awarded to T-G Excavating as follows:

Contract "D" - \$66,207.29

EFFECT OF PASSAGE Sidewalk repairs in 5th Councilmanic District as determined  
under 1974 program.

EFFECT OF NON-PASSAGE Failure to provide repairs as set forth in Public Hearing

MONEY INVOLVED (Direct Costs, Expenditures, Savings) Property owners paying \$.50  
per square foot of repairs. City paying balance from Revenue Sharing Funds.

ASSIGNED TO COMMITTEE

Finance JS